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Michael Jedynak\*\*
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5/22/09 9:54:47

DESOTO COUNTY, MS

W.E. DAVIS, CH CLERK

T BK 3,034 PG 211

Indexing Instructions: Lot 139, Sec B, Delta Ridge Mobile Home Park S/D, Sec 6, T-3-S, R-9-W, Desoto Co., MS

#### **DECLARATION OF INTEREST**

WHEREAS, the undersigned is the present owner and holder of the Promissory Note dated September 15, 1999, executed by Sandy L Coleman as maker, payable to Homestead Mortgage, LLC in the original principal sum of \$82,856.00, all as shown on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, this note is secured by a deed of trust dated September 15, 1999, and now recorded in Book 1155 at Page 233 of the land records of DeSoto County, Mississippi; and

WHEREAS, the lands securing said note are more particularly described as shown on Exhibit "B" attached hereto and made a part hereof for all purposes; and

WHEREAS, the land records for DeSoto County do not reflect the assignment to the present holder or to a predecessor holder of this note and deed of trust because of an invalid assignment, that using all reasonable commercial diligence standards, cannot be corrected; and

WHEREAS, as shown on Exhibit "A" attached hereto, the note has been properly endorsed to the present holder in due course.

NOW, therefore, the undersigned declares that it is the present owner and holder of said note and deed of trust securing said note pursuant to valid assignment and endorsement. This Declaration of Interest is filed as evidence of ownership of the above-described indebtedness.

WITNESS the signature of the owner and holder, this Thursday, May 07, 2009.

By:

Denise Bailey

Title:

Assistant Secretary

Litton Loan Servicing, LP

NOTARY PUBLIC

STATE OF MMAN

Personally appeared before me, the undersigned authority in and for the said county and state, on this the day of day of

My Commission Expires: 3/19/30/11

F02-7232 /aeh

MONICA HARDAWAY
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/19/2011

10

# Exhibit "A"

## ADJUSTABLE RATE NOTE

(2 Year Treasury Index—Rate Caps)

|                         | • |    |
|-------------------------|---|----|
| Borrower's<br>Initials: |   | :  |
|                         |   | ?  |
| • -                     |   | ٠, |
|                         | _ | r, |

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

September 15, 1999

**HERNANDO** [City] 11241 BOBCAT RIDGE HERNANDO, MISSISSIPPI 38632 [Property Address]

MISSISSIPPI [State]

92308304

#### BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 82,856.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is HOMESTEAD MORTGAGE, LLC. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.75 %. The interest rate I will pay may change in accordance with Section 4 of this Note, after any default described in Section 7(B) of this Note.

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on November 1, 1999.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal.

If, on October 1, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is

I will make my monthly payments at 33 COMMERCE SQUARE, HOLLY SPRINGS, MS 38635, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 773.45. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

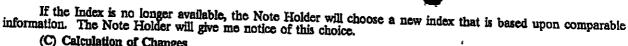
#### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of October, 2001, and on that day every 24th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 2 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is

MISSISSIPPI ADJUSTABLE RATE NOTE (2 Year Treasury Index-Rate Caps)



(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR and THREE/EIGHTHS percentage point(s) (4.375 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.7500 % or less than 10.7500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.00 %) from the rate of interest I have been paying for the preceding 24 months. My (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the

#### BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

#### LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

#### BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.00 % of the payment. I will pay this late charge promptly but only once on each late payment.

(Page 2 of 4 Pages)

Loan No: TMC44270

Data ID: 535

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees of 15.00% of the sums due under this Note or the amount allowable under applicable state law.

GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a written notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of or. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice dishonor. of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being madeto the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums security Instrument. If Borrower fails to pay these sums the provider of the security Instrument. prior to the expiration of this period, Lender may invoke any remedies permitted by this Security. Instrument without further notice or demand on Borrower.

(Page 3 of 4 Pages)

ST4 228 4T4P **20/20.9** 

TRANSAMERICA

OCT-04-1999 08:06

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSKINED.

(Sign Original Only)

PAY TO THE ORDER OF TRANSAMERICA MORTGAGE COMPANY WITHOUT RECOURSE

HOMESTEAD MORTGAGE, LLC by TRANSAMERICA MORTGAGE COMPANY of ASSOCIATION AND ASSOCIATION OF THE PROPERTY AND ASSOCIATION OF T

LINDA HUSSELH, ASST. SECRETARY

(Printed Name and Title)

WITHOUT RECOURSE, MY TO THE ORDER OF

The Chase Manhatten Bank as Trustes for GRINT II Mortgage Loan Trust, Series 2000-1

TRANSAMERICA MORTGAGE COMPANY

CLILL O LILLINGN, INCOIDENT

(Page 4 of 4 Pages)

214 228 4146 P. 803/803

TRANSAMERICA

.0CL-04-1399 08:01

Loan No.:

19596295

Borrower:

Sandy Coleman

Property Address:

11241 Bobcat Ridge, Hernando, MS 38632

#### NOTE ALLONGE

FOR PURPOSE OF ENDORSEMENT OF THE ATTACHED NOTE, THIS ALLONGE IS AFFIXED AND BECOMES A PERMANENT PART OF SAID NOTE.

Pay to the order of

MTGLQ Investors, L.P.

Without Recourse,

JPMorgan Chase Bank N.A. f/k/a JPMorgan Chase Bank f/k/aThe Chase Manhattan Bank as Trustee for GRMT II Mortgage Loan Trust, Series 2000-1

Name: Paul D. Savitsky

Title: Vice President

## Exhibit "B"

Lot 139, Section B, Delta Ridge Mobile Home Park Subdivision, in Section 6, Township 3 South, Range 9 West, as per plat thereof on record in Plat Book 9, at Pages 33-40, in the office of the Chancery Clerk of Desoto County, Mississippi.

AFTER RECORDING RETURN TO:
LITTON LOAN SERVICING LP
4828 Loop Central Drive
Houston, TX 77081
Attn: Alison S. Walas Prepared By:

## LIMITED POWER OF ATTORNEY

MTGLQ Investors, L.P. (hereinafter "Trustee") in order to carry out the intent and purposes of that certain Servicing Agreement between Goldman Sachs Mortgage Company and Litton Loan Servicing LP (hereinafter called "Litton") dated June 1, 2005 (the "Agreement") hereby appoints Litton, as its true and lawful attorney-in-fact to act in the name, place and stead of Trustee for the purposes set forth below.

The said attorneys-in-fact, and each of them, are hereby authorized, and empowered in so far as such actions are in compliance with and in furtherance of Litton's obligations as Servicer under the Agreement, as follows:

- 1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, [satisfactions/releases/reconveyances of deed of trust/mortgage, subordinations and modifications, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.
- 2. To execute and deliver insurance filings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of recission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays, and other documents or notice filings on behalf of Trustee in connection with insurance, foreclosure, bankruptcy and eviction actions.
- 3. To endorse any checks or other instruments received by Litton and made payable to MTGLQ Investors, L.P.
- 4. To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure or other sale, promissory note or check. This power also authorizes Litton to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees.
- 5. To do any other act or complete any other document that arises in the normal course of servicing the Mortgage Loans and REO Properties, as defined in, and subject to the terms of, the Agreement.

Inv. 220 Goldman Bulk Purchases

DK T BK 3,034 PG 220

This Limited Power of Attorney shall be effective from the date hereof and shall expire on \_\_\_ 3/18, 2009.

Dated: 3/18/2008

MTGLQ Investors, L.P. mul

Name: Michelle Gill

Title: Vice President

Witness:

County of

BEFORE ME, Jeanne L. Son Rer's Public in and for the jurisdiction aforesaid, on Milelle Gill personally appeared and who is personally known to me (or sufficiently proven) to be a Via President of MTGLQ Investors, L.P. and the person who executed the foregoing instrument by virtue of the authority vested in him/her and he/she did acknowledge the signing of the foregoing instrument to be his/her free and voluntary act and deed as a via present for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 18th day of March 2008.

My Commission Expires: 5/1/2010

JEANNE L SANDERS MY COMMISSION # DD547359 EXPIRES: May 1, 2010 Florida Notary Service.com